

EXHIBIT A
PROJECT SCOPE OF WORK

Grant Number: 00A00175-2019-009
Project Title: NH Clean Diesel Program Agreement with
Town of Barrington, NH – Truck Replacement Project
Subgrant Program for Diesel Emissions Reduction Projects
Federal Award Identification Number (FAIN): 00A00175
(Awarded August 9, 2019)
CFDA Number and Name: 66.040, State Clean Diesel Grant Program

This Scope of Services describes activities that have been agreed to between the New Hampshire Department of Environmental Services (NHDES) and the Town of Barrington, NH (Vendor Code # 177234 B001) to reduce diesel emissions in the State using funds available via the New Hampshire State Clean Diesel Grant Program funded by the U.S. Environmental Protection Agency (EPA).

The project activities will be carried out by the Town of Barrington, NH (hereinafter referred to as Barrington), P.O. Box 660, Barrington, NH 03825.

This agreement will become effective upon approval by Governor and Council. The project completion date is September 30, 2021, with additional reporting requirements through January 2026.

NHDES and Barrington will undertake under this Agreement the replacement of a truck.

For the purposes of this Agreement, NHDES and Barrington agree to the requirements to the following:

1. NHDES shall assign the appropriate staff to coordinate this project with Barrington.
2. Barrington shall purchase a truck as a replacement for a model year (MY) 2003 International 7400 truck.
3. The replacement truck will be powered by a MY 2021 or newer EPA certified heavy-duty diesel engine.
4. The replacement truck must be of the same vehicle class as the original truck and operate in the same manner over similar routes as the replaced truck.
5. NHDES shall reimburse Barrington 25 percent of the eligible expenses, or \$40,000, whichever is less.
6. Eligible expenses under this grant include the cost of the truck only.

7. Other expenses including, but not limited to “optional” components or “add-ons” to the vehicle, vehicle registration, scrappage of replaced vehicle, engineering, project management, and personnel costs are not eligible expenses.
8. Barrington shall provide NHDES with the following information on the truck to be replaced prior to purchasing the new vehicle:
 - a. Annual miles driven
 - b. Annual fuel use and fuel type
 - c. Annual idling hours
 - d. Vehicle Identification Number (VIN)
 - e. Engine Model Year
 - f. Gross Vehicle Weight Rating (GVWR)
 - g. Vehicle Class
 - h. Engine Manufacturer
 - i. Engine Serial Number
 - j. Engine Family Number
 - k. Description of routes or typical use
9. The replaced truck shall be taken out of service no later than 15 days following the placement into service of the replacement vehicle.
10. The replaced truck will be scrapped within 90 days from the date the replacement is put in to service.
11. Barrington shall use the replacement truck in normal service for a period of no less than five (5) years. In the event that Barrington sells or surpluses the replacement truck within five years of the effective date of this contract Barrington shall follow the guidelines set forth in Title 2 Code of Federal Regulations, Subtitle A, Section 200.313, and shall reimburse the State of New Hampshire in accordance with the depreciation table below.

Project: Barrington Truck Replacement Grant

	Percent Value Remaining	Total Grant per Truck	Value to be Returned to NHDES
Year 1 value	20	\$40,000.00	\$8,000.00
Year 2 value	16	\$40,000.00	\$6,400.00
Year 3 value	12.8	\$40,000.00	\$5,120.00
Year 4 value	10.2	\$40,000.00	\$4,080.00
Year 5 value	7.6	\$40,000.00	\$3,040.00

Note: Depreciation of grant is calculated based on a grant of \$40,000.00.

12. Barrington shall:
 - a. Register the replacement truck in accordance with New Hampshire law;
 - b. Maintain the replacement truck in accordance with manufacturer recommendations;
 - c. Not make modifications of the emission controls system on the replacement truck or engine; and,

- d. Make the truck and related documents (including maintenance records) available for follow-up inspection for five years from date of grant approval, if requested by EPA or NHDES.
13. Barrington shall scrap the truck being replaced or render it permanently disabled. NHDES shall be allowed the opportunity to witness the destruction of the engine and the chassis with a two week (minimum) advance notice of the event. The replaced truck may be permanently disabled by:
- a. Creating a minimum 3” diameter hole completely through the engine block; and
 - b. Cutting the chassis rail in half.
14. Barrington shall supply documentation confirming the scrappage requirements have been met for the truck. The documentation must be signed by the authorized representative listed on the grant application form or other duly authorized representative. The documentation must include:
- a. The date the truck was scrapped;
 - b. The engine model year, engine family name, engine serial number, and VIN for the truck;
 - c. The name and contact information for the entity that scrapped the truck, if other than the grantee; and
 - d. Photographic images of the following for the truck:
 - i. Side profile of the truck;
 - ii. Vehicle Identification Number (VIN);
 - iii. The engine tag that includes the engine serial number and engine family number (if available);
 - iv. Chassis rail cut in half;
 - v. Engine block prior to destruction; and
 - vi. Engine block after destruction.

Scrappage may be completed by Barrington or by a salvage yard or similar service, provided all scrappage requirements have been met and all necessary documentation provided.

15. Barrington shall submit **Quarterly Project Status Reports** to NHDES within 15 days after the end of each calendar quarter, beginning the Effective Date of the Agreement for a period of two years following vehicle acquisition. Quarterly Project Status Reports shall include sufficient information for NHDES to estimate the emissions reductions attributable to the truck replacement, including:
- a. The amount of fuel used during the preceding quarter;
 - b. The number of miles the vehicle was used in the preceding quarter; and
 - c. The estimated amount of idling experienced in the preceding quarter.
16. Barrington shall submit **Annual Project Status Reports** to NHDES by January 15th of each year, beginning one year from the last quarterly report, for a period of three years including, but not limited to:
- a. The amount of fuel used during the preceding year;
 - b. The number of miles the vehicle was used in the preceding year; and
 - c. The estimated amount of idling the vehicle experienced in the preceding year.

Grantee initials _____

Date _____

17. Barrington shall not use grant funds for any costs not specified in this Exhibit A, Scope of Services. Barrington shall complete all activities, reports, and work products specified herein.
18. This Agreement may be terminated for good cause by any one of the parties or for convenience if all parties agree, with the provision for orderly termination of the project. Termination of the Agreement shall not occur until thirty (30) days after a "notice of termination" has been received by the other party. Said notice shall specify the cause for termination.
19. Should Barrington terminate this Agreement for other than good cause prior to completion of all obligations specified in Exhibit A, Barrington will reimburse the State of New Hampshire for any funds received.

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EXHIBIT B
PAYMENT SCHEDULE

- 1) Payments under this agreement are not to exceed \$40,000 or 25 percent of eligible project costs, whichever is less.
- 2) NHDES will reimburse Barrington for eligible expenses provided Barrington is in compliance with all recordkeeping and reporting requirements in Exhibit A.
- 3) Invoices may be submitted for reimbursement upon payment and shall include the following:
 - a) Payment request on Barrington letterhead with the following information for the replacement vehicle and the replaced vehicle:
 - i) Vehicle Identification Number (VIN);
 - ii) Engine and vehicle model year;
 - iii) Engine and vehicle manufacturer;
 - iv) Engine serial number;
 - v) Engine family number;
 - vi) Vehicle's class;
 - vii) Fuel type; and
 - viii) Cost of vehicle replacement.
 - b) A copy of all vendor invoices;
 - c) A copy of cancelled checks or other documents verifying payment;
 - d) A copy of the new truck registration;
 - e) Proof of scrappage as per Exhibit A; Sections 13-14; and
 - f) Contact information for any questions related to reimbursement requests.
- 4) NHDES will process complete invoices within 30 days of receipt.
- 5) Invoices must be submitted by September 30, 2021. Requests submitted after this date may be denied.
- 6) All obligations of NHDES and the State of New Hampshire are contingent upon availability and continued appropriation of funds for the services.

EXHIBIT C
SPECIAL REQUIREMENTS

Federal Funds paid under this agreement are from a Grant/Contract/Cooperative Agreement to the State from United States Environmental Protection Agency, New Hampshire State Clean Diesel Grant Program under CFDA # 66.040. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing DES with their Data Universal Numbering System (DUNS) number.

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